

*Replaced
Reclamation Contract
7-10-2002*

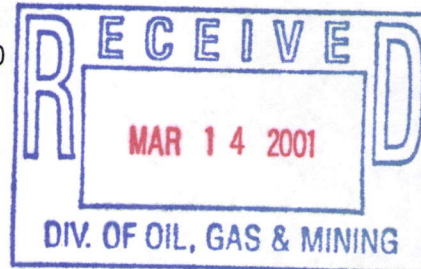
File Number M/049/009

Effective Date March 20, 2001

Other Agency File Number n/a

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/049/009
Pb, Zn, & Ag

"MINE LOCATION":
(Name of Mine)
(Description)

Burgin Mine
Approximately 3 miles due east of
the town of Eureka, Utah

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

118.5
(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address and Phone)

Tintic Utah Metals, LLC
15988 Silver Pass Road
Eureka, Utah 84628
435-433-6606

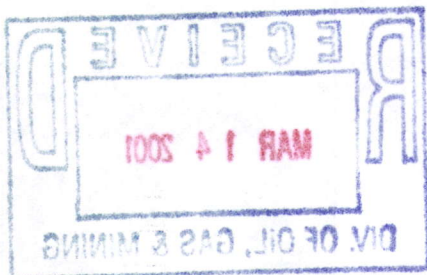
"OPERATOR'S REGISTERED AGENT":
(Name)
(Address and Phone)

C.T. Corporation
50 West Broadway 8th Floor
Salt Lake City, Utah 84101
801-364-5101

"OPERATOR'S OFFICER(S)":

Paul C. Spor, Executive Director

and



"OPERATOR":

(Company or Name)
(Address and Phone)

Chief Consolidated Mining Company
500 5th Avenue, Suite 1021
New York, New York 10110
212-354-4044 (fax) 212-354-4412

"OPERATOR'S REGISTERED AGENT":

(Name)
(Address and Phone)

Adren Underwood
Box 270
Eureka, Utah 84628

"OPERATOR'S OFFICER(S)":

Leonard Weitz, President and Director
Christopher Arnold, Secretary/Treasurer

"SURETY":

(Form of Surety - Attachment B)

Certificate of Deposit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Zions Bank - Payson Branch

"SURETY AMOUNT":

(Escalated Dollars)

\$350,000

"ESCALATION YEAR":

1997

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Tintic Utah Metals, LLC and Chief Consolidated Mining Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/049/009 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and

Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated June 3, 1985, and the original Reclamation Plan dated June 3, 1985. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the

Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Tintic Utah Metals, LLC
Operator Name

By Paul C. Spor
Authorized Officer (Typed or Printed)

Executive Director
Authorized Officer - Position

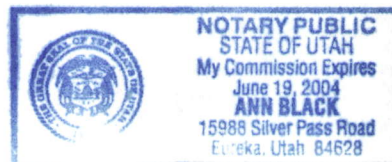
[Signature]
Officer's Signature

March 12, 2001
Date

STATE OF Utah)
COUNTY OF Juab) ss:

On the 12 day of March, 2001, Paul C. Spor
personally appeared before me, who being by me duly sworn did say that he/she is the Executive Director of Tintic Utah Metals, LLC and duly
acknowledged that said instrument was signed on behalf of said company by authority of its
bylaws or a resolution of its board of directors and said Paul C. Spor duly
acknowledged to me that said company executed the same.

Ann Black
Notary Public
Residing at Juab
June 19 2004
My Commission Expires:





OPERATOR:

Chief Consolidated Mining Company
Operator Name

By Leonard Weitz
Authorized Officer (Typed or Printed)

President
Authorized Officer - Position

Leonard Weitz
Officer's Signature

MARCH 13, 2001
Date

STATE OF NY)
COUNTY OF NY) ss:

On the 13th day of MARCH, 2001, Leonard Weitz
personally appeared before me, who being by me duly sworn did say that he/she is the
President of Chief Consolidated Mining Company
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said Leonard Weitz
duly acknowledged to me that said company executed the same.

Emigrado S. Mateo
Notary Public
Residing at 5 E 42ND ST. NY NY 10017

My Commission Expires:

BIENVENIDO MATEO
NOTARY PUBLIC, State of New York
No. 01MA5088099
Qualified in New York County
Commission Expires Nov. 10, 01

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

3/20/01
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 20th day of March, 2001, Lowell P. Braxton
personally appeared before me, who being duly sworn did say that he/~~she~~, the said
Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that
he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, Ut

February 29, 2004
My Commission Expires:



ATTACHMENT "A"

Tintic Utah Metals, LLC and Chief Consolidated Mining Company Burgin Mine
Operator

M/049/000 Utah County, Utah
Permit Number

The legal description of lands to be disturbed is:

Facility	1/4	1/4	Sec.	T	R
Orig. Permit, 1986					
Apex No. 2	SE	NW	22	10S	2W
Hunter Shaft	SE	SW	15	10S	2W
Burgin Complex	SE	SE	15	10S	2W
Tailings Disposal	NW	NE	14	10S	2W
Settling Ponds		NE	18	10S	1W
Tot. 1986 Approval					
06/12/85 Approval					
Ponds 2,3 &4	SE	SE	15	10S	2W
12/8/1986 Approval					
Ponds A, B, C	NE	SE	15	10S	2W
12/9/1992 Approval					
Zuma Clay Pit	SE	NW	21	10S	2W

The acreage based on the 1985 Reclamation Contract is:

Facility	Permit ac.	Bonded Disturbance	Actual Disturbance	Reference
Original Permit, 1986				
Apex No. 2	2.8	2.8	2.8	2
Hunter Shaft	10.0	7.2	0.0	1
Burgin Complex	57.9	29.4	29.4	1
Tailings Disposal	41.4	28.7	0.0	1
Settling Ponds	180.0	36.1	0.0	1
Total 1986	292.10	104.2	32.2	
06/12/85 Approval				
Ponds 2,3 &4	2.2	2.2	2.2	3
12/8/1986 Approval				
Ponds A, B, C	28.7	10.1	0.0	4
12/9/1992 Approval				
Zuma Clay Pit	7.0	5.0	5.0	3
Totals	379.1	118.5	39.4	



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor
Kathleen Clarke
Executive Director
Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801
801-538-5340
801-359-3940 (Fax)
801-538-7223 (TDD)

March 1, 2001

Zions Bank
Payson Branch
80 East 100 North
Payson, Utah 84651

Attention: Rex Wilkerson, Branch Manager

Re: Reclamation Surety, Certificate of Deposit for Chief Consolidated Mining Company and Tintic
Utah Metals, LLC, Burgin Mine Site, M/049/009, Utah County, Utah
Certificates of Deposit no. 1 and 2, Principal Amount \$350,000.

This letter describes the mutually agreed upon instructions of the below signed parties to Zions Bank (Bank), regarding the control, redemption, and release of Bank's above-described certificates of deposit (CD), which is being used as a surety to guarantee the availability of reclamation funds for the Apex/Burgin mine site, Utah County, Utah (Mine Site). It is the intention of the parties that the CD be utilized as surety to guarantee that \$350,000 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining (Division) upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with state law and regulations (Title 40-8-14(7), and Rules R647-4-114 & R647-5-101).

Ownership and Renewal:

Ownership of the CD is retained by Chief Consolidated Mining Company an Arizona corporation, and Tintic Utah Metals, LLC, a Colorado corporation (collectively "Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the Director of the Division.

Redemption:

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of

the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

Release:

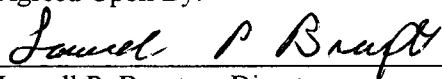
The bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest.

Accrued Interest:

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$350,000. All tax liabilities for accrued interest shall remain the responsibility of the Owners.

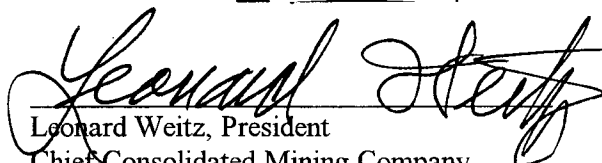
Bank will not be held liable for any dispute between the parties.

Agreed Upon By:



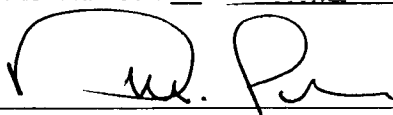
Lowell P. Braxton, Director
Utah Division of Oil, Gas & Mining
Tax ID Number: _____

Date: 3/20/01



Leonard Weitz, President
Chief Consolidated Mining Company
Tax ID Number: _____

Date: MARCH 13, 2001



Paul C. Spor, Executive Director
Tintic Utah Metals, LLC
Tax ID Number: 4 _____

Date: March 12, 2001

ZIONS BANK

TIME DEPOSIT CONFIRMATION

Account Number: _____

Date: 09-28-00

Ownership: TINTIC UTAH METALS, LLC A SUBSIDIARY OF CHRYSLER CONSOLIDATED MINING CO. FBO THE
STATE OF UTAH DIVISION OF OIL, GAS & MINING RECLAMATION SURETY.

Purchase Amount: **\$125,000.00Interest Rate: 05.39%

Annual

Maturity Date: 09-28-03☒ Months ☐ DaysInterest Payment Frequency: ☐ As Maturity ☐ Annually ☒ Quarterly ☐ MonthlyInterest Payment Method: ☒ Add to Deposit ☐ Issue Check ☐ Transfer to Account Number: _____☐ Checking/MMDA ☐ Savings

Zions Bank Representative Signature: _____

This confirmation is not negotiable. This confirmation is not transferable except on the records of Zions Bank. The Certificate of Deposit is issued in accordance with Zions Bank Rules and Regulations.

ZIONS BANK

TIME DEPOSIT CONFIRMATION

Account Number

Date 03-01-01

Ownership: PINTIC UTAH METALS LLC, SUBSIDIARY OF CREEK CONSOLIDATED MINING CO. FBO
THE STATE OF UTAH DIVISION OF OIL & GAS & MINING RECLAMATION SURETY

Purchase Amount: ***175,000.00

Interest Rate: 05.02

Annual Percentage Yield: 5.285%

☒ Months ☐ Days

Maturity Date: 03-01-07

Interest Payment Frequency: ☐ At Maturity ☐ Annually ☒ Quarterly ☐ Monthly

Interest Payment Method: ☐ Add to Deposit ☒ Issue Check ☐ Transfer to Account Number

☐ Checking/ATM/DA ☐ Savings

Zions Bank Representative Signature: _____

This confirmation is not negotiable. This confirmation is not transferable except as the records of Zions Bank. The Certificate of Deposit is issued in accordance with Zions Bank Rules and Regulations.